

Master Contract



**Northwest AEA
Board of Directors**

and the

**Associate Professional
Staff Association**

July 1, 2006 to June 30, 2008



NORTHWEST AREA EDUCATION AGENCY

COMPREHENSIVE MASTER CONTRACT
BETWEEN
NORTHWEST AREA EDUCATION AGENCY
BOARD OF DIRECTORS
AND THE
ASSOCIATE PROFESSIONAL STAFF ASSOCIATION

July 1, 2006 to June 30, 2008

It is the policy of Northwest Area Education Agency to not discriminate illegally on the basis of race, creed, color, religion, national origin, gender, age, sexual orientation or disability in its educational programs, activities and employment practices. Questions or grievances related to this policy may be addressed to: Equity Coordinator, 1520 Morningside Avenue, Sioux City, IA 51106, 712-222-6000.

TABLE OF CONTENTS

| | PAGE |
|---|------|
| ARTICLE I General Contract Provisions..... | 1 |
| ARTICLE II Impasse Procedures | 2 |
| ARTICLE III Wages | 2 |
| ARTICLE IV Insurance..... | 4 |
| ARTICLE V Employee Workday | 7 |
| ARTICLE VI Employee Holidays and Vacations..... | 8 |
| ARTICLE VII Sick Leave | 10 |
| ARTICLE VIII Temporary Leaves | 13 |
| ARTICLE IX Extended Leaves..... | 15 |
| ARTICLE X Evaluation Procedures | 18 |
| ARTICLE XI Transfer Procedures | 19 |
| ARTICLE XII Staff Reduction Procedures | 21 |
| ARTICLE XIII Health..... | 24 |
| ARTICLE XIV Safety Provisions | 24 |
| ARTICLE XV Grievance Procedure..... | 25 |
| ARTICLE XVI Dues and Other Payroll Deductions | 28 |
| ARTICLE XVII Staff Development..... | 30 |
| ARTICLE XVIII Instructional Pool Staff..... | 30 |
| ARTICLE XIX Duration and Signature | 30 |
| APPENDIX A-1 Salary Schedule 2006-2007 | 32 |
| APPENDIX A-2 Salary Schedule 2007-2008 | 33 |
| APPENDIX B Grievance Report..... | 34 |
| APPENDIX C Authorization for Payroll Deduction for Continuing Professional Dues | 37 |

ARTICLE I
GENERAL CONTRACT PROVISIONS

A. DEFINITIONS

1. The term "Board", as used in this Agreement, shall mean the Board of Directors of the Northwest Area Education Agency, or its duly authorized representatives.
2. The term "regular full-time employee", as used in this Agreement, shall mean an employee who is included in the bargaining unit represented by the Association who works 1,332 hours or more per contract year (1,080 hours or more if hired by Western Hills AEA 12 prior to July 1, 1998).
3. The term "regular part-time employee", as used in this Agreement, shall mean all employees included in the bargaining unit represented by the Association who are not regular full-time employees as defined in paragraph 2 above.
4. The term "Association", as used in this Agreement, shall mean the Associate Professional Staff Association, or its duly authorized representatives.
5. The term "Agency" as used in this Agreement, shall mean the Northwest Area Education Agency, or its duly authorized representatives.
6. The term "job classification", as used in this Agreement, shall mean the following positions: Custodian, Media Van Driver, Secretary I, Secretary II, Paraprofessional, Media Technician I, Media Technician II, Professional Development Technician, Audiometrist, Early Childhood Child Find Paraprofessional, Juvenile Home Teacher Assistant, Physical Therapy Assistant, Technical Specialist, Data Technician, Classroom Para-educator, Interpreter for the Hearing Impaired, and Foreign Language Interpreter.
7. The term "pay classification", as used in this Agreement, shall mean Lane I, Lane II, Lane III, Lane IV, Lane V, or Lane VI as those classes appear in Appendix A, Salary Schedule.

B. SEPARABILITY

Should any article, section, or clause of this Agreement be declared illegal by a court of last resort having competent jurisdiction, then such article, section, or clause shall be deleted from this Agreement to the extent it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect. The Board and the Association then shall enter into negotiations to replace the invalid provisions within sixty (60) days.

C. PRINTING

Within ninety (90) days following the signing of this Agreement and upon joint approval of the format, copies of the Agreement shall be printed in the Agency printshop. All costs of printing the Agreement shall be at the joint expense of both parties. The Agreement shall be presented to all employees now employed and subsequently

employed for the duration of this Agreement. The Association will receive thirty-five (35) additional copies of this Agreement.

D. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association

To Board at 1520 Morningside Avenue, Sioux City, Iowa 51106

2. If by Board

To Association at 1119 4th Street, Suite 213, Sioux City, Iowa 51101.

ARTICLE II
IMPASSE PROCEDURES

The parties hereby agree to the following impasse procedure for the contract negotiations:

Impasse procedures shall be governed by the Iowa Public Employment Relations Act except that in the case of fact finding either party may request the PERB to submit a list of five (5) qualified fact finders. The parties shall determine by lot which one shall remove the first proposed fact finder and shall alternately strike names until one remains. The remaining person shall be the fact finder. If fact finding does not resolve the impasse, either party may request the PERB to submit a list of five (5) qualified arbitrators. The parties shall determine by lot which one shall remove the first proposed arbitrator and shall alternately strike the names until one remains. The remaining person shall be the arbitrator.

ARTICLE III
WAGES

A. SALARY SCHEDULE

The hourly pay rate for all employees shall be as set forth in Appendix A, attached hereto and made a part hereof, and shall be paid only for hours actually worked unless otherwise provided.

B. PLACEMENT ON SALARY SCHEDULE

1. Advancement on the Salary Schedule

No employee shall advance within a Salary Lane except as negotiated by the parties.

2. Credit for Experience

Upon initial employment credit shall be given for previous work experience outside the Agency in a comparable position on the following basis:

Based on comparable experience, a newly hired employee may be placed on his/her respective lane up to the midpoint, but a newly hired employee will never be placed equal to or above an existing employee of Northwest Area Education Agency.

3. Transfer of Credit Within the Agency

Employees who move from one job classification to another shall be granted credit for experience within the Agency in a comparable position.

C. METHOD OF PAYMENT

1. Pay Periods

Each employee shall have the option of taking his/her annual pay in twenty-four (24) equal installments or be paid on an as-earned basis and shall be required to elect which they shall take prior to the time that they sign their individual contract. Said election shall be effective for the employee's entire contract year. Either option chosen, the employee will be paid on the fifteenth and last day of each month. Timesheets will reflect hours through the 7th or the 22nd of the month. Checks shall be directly deposited to the financial institution designated by the employee.

If a payday falls on a holiday recognized under this Agreement, paychecks will be directly deposited on the calendar day preceding the holiday.

2. Deduction for Absence

Salary deductions for absence from duty for reasons not permitted by this Agreement shall be determined on a one-fourth hour basis.

D. OVERTIME

Employees who are required by the Agency to work more than forty (40) hours per week shall be compensated on a time and a half basis for all such overtime. Employees who are required by the Agency to work on holidays as set out in this Agreement shall be compensated on a double-time basis for all such work.

E. MILEAGE

Employees required to use their own automobiles in the performance of their duties shall be reimbursed the mileage rate provided by law.

The mileage compensated under this section shall be the total number of miles required for auto travel on any day reduced by the mileage to and from the employee's home to his/her service center.

F. WAGE ADJUSTMENTS

Employees who perform work which they believe entitles them to a rate of pay higher than the rate applicable to their assigned job classification shall notify the Human Resources Manager in writing. The Human Resources Manager will provide a written response to the employee within fourteen (14) calendar days of the date on which the notification is received. If the employee does not accept the response of the Human Resources Manager, the employee may file a grievance as provided by Article XV. If the employee is awarded retroactive pay, the period of back pay shall begin on the date of the filing of the grievance.

ARTICLE IV
INSURANCE

A. HEALTH, ACCIDENT AND MAJOR MEDICAL INSURANCE

Each regular full-time employee shall be covered by a group health and major medical insurance policy with premiums paid as follows: (a) premiums for the employee shall be paid in full by the Board, and (b) for the period beginning July 1, 2006, the Board's monthly contribution for dependent coverage will be increased to amounts that cover the costs of dependent health insurance premiums. The plan shall include mandatory pre-admission authorization procedures.

The plan shall be a comprehensive plan of health insurance with a Preferred Provider Organization and with a deductible of \$750 per calendar year for single coverage and a deductible of \$1,500 per calendar year for family coverage, co-insurance limits of 80%/20% for contracted providers and 70%/30% for out-of network providers, and out-of-pocket maximums of \$1,500 per calendar year for single coverage and \$3,000 per calendar year for family coverage.

The plan shall not include a deductible and coinsurance carryover provision or a same-day surgery provision. The plan shall be modified to provide that employees shall pay fifteen dollars (\$15) for PPO physician office visits and shall pay ten dollars (\$10) for each prescription for a generic drug, twenty dollars (\$20) for each prescription for a

formulary drug, and thirty dollars (\$30) for each prescription for a non-formulary drug. The lifetime maximum benefit shall be \$5,000,000.

For employees who were employed by Western Hills Area Education Agency 12 prior to July 1, 2006, and who are employed by Northwest Area Education Agency after June 30, 2006, the Agency will self-fund: (a) the difference between the prior deductible limits of \$100 per calendar year for single coverage and \$200 per calendar year for employee plus one or family coverage and the new deductible limits of \$750 per calendar year for single coverage and \$1,500 per calendar year for employee plus one or family coverage, and (b) the difference between the prior out-of-pocket maximums of \$500 per calendar year for single coverage and \$1,000 per calendar year for employee plus one or family coverage and the new out-of-pocket maximums of \$1,500 per calendar year for single coverage and \$3,000 per calendar year for employee plus one or family coverage.

For employees who were employed by Area Education Agency 4 prior to July 1, 2006, who elected single coverage under the \$250 deductible plan, who are employed by Northwest Area Education Agency after June 30, 2006, and who elect single coverage, the Agency will self-fund: (a) the difference between the prior deductible limits of \$250 per calendar year for single coverage and the new deductible limits of \$750 per calendar year for single coverage, (b) the difference between the prior out-of-pocket maximum of \$1,000 per calendar year for single coverage and new out-of-pocket maximum of \$1,500 per calendar year, and (c) the difference between co-insurance of 90/10 and 80/20 for in network providers, and 80/20 and 70/30 for out of network providers.

B. LIFE INSURANCE

Each regular full-time employee shall be covered by a group term life insurance program which provides a death benefit of \$50,000.00 (double for accidental death) with premiums paid by the Board.

C. DISABILITY

Each regular full-time employee shall be covered by a group long-term disability insurance program with premiums paid by the Board. The percentage of covered wages shall be 66 2/3%.

D. DENTAL

Each regular full-time employee shall be covered by a group dental plan with premiums paid by the Board.

Employees may elect to purchase dependent dental insurance at their own expense, provided at least seventy-five percent (75%) of the eligible employees choose to participate.

E. PART-TIME EMPLOYEES

To the extent permitted by the insurance carriers involved, regular part-time employees who work 1,040 hours or more may elect to participate in the above insurance programs. The Board shall pay a portion of the premiums for employees electing to participate in said insurance programs at a ratio proportionate to their part-time service. Employees electing to participate shall pay the remainder of such premiums by payroll deduction. However, the Board shall pay the full premium for disability insurance for regular part-time employees.

F. CONTINUATION OF COVERAGE

In the event that an employee absent due to illness or injury has exhausted sick leave accrual and to the extent permitted by the insurance carriers involved, the above-mentioned insurance coverage shall continue throughout the balance of the contract year. The Board shall continue to make its share of contributions for premiums under the above insurance programs for employees on paid leave of absence.

To the extent permitted by the insurance carriers involved, employees on non-paid leave of absence for a period of one (1) month or longer shall have the option to continue any or all of the above Board-paid programs by paying the premiums themselves.

G. FLEXIBLE SPENDING ACCOUNT

1. The Agency will provide a salary reduction agreement under which it will deduct from the employees' monthly wages the amounts specified by the employees and will apply to these amounts to any unreimbursed medical expenses for the employee or his/her dependents, including unreimbursed dental expenses.
2. Employees electing to participate in the flexible spending plan will annually execute an election form specifying the amounts to be deducted from their wages by the Agency.

ARTICLE V
EMPLOYEE WORKDAY

A. LENGTH OF DAY

1. Daily Hours

Employees shall be scheduled to work during the Agency's normal workday, Monday through Friday, unless otherwise notified by the Agency. The employee's regular workweek will be based on the employee's individual contract. Employees who have worked 40 hours per week prior to July 1, 2006 will retain those hours, unless those hours are altered by mutual agreement or as provided by the staff reduction procedures contained in this Agreement. By mutual agreement between the Agency and the Association reached on or before May 1, the summer hours may be varied.

The employee's individual contract shall state his/her specific hours and said hours shall not be changed except by mutual agreement for the duration of the individual contract. An employee whose assigned hours are between 5 p.m. and 7 a.m. shall be paid an additional 12 cents per hour for all time worked during this time period.

2. Daily Schedules

All personnel shall indicate in a book provided for that purpose the destination of each trip he/she is making and the expected time of return. Personnel on a regular schedule shall file their itinerary in the office of the Division Director. Changes in this regular schedule must be reported.

3. Driving Time

All driving time required of the employee, reduced by the driving time to and from his/her home to his/her service center, shall be considered working time.

B. BREAK TIME

Each employee scheduled to work for eight (8) hours in one (1) day shall receive two (2) fifteen (15) minute breaks at times designated by his/her supervisor. All other employees shall receive one (1) fifteen (15) minute break at a time designated by his/her supervisor. It is understood and agreed that the amount of break time and the scheduling of breaks provided to educational hearing interpreters depends upon the services required to be provided to the students to whom they are assigned, and a failure to provide break time or to schedule break time as specified in this section shall not constitute a violation of this Agreement.

C. DUTY FREE LUNCH

Employees shall have the option of taking either a half-hour or a one hour duty-free lunch and shall be required to elect which they shall take prior to the time that they sign their individual contracts. Said election shall be effective for the employee's entire contract year unless the employee and his/her supervisor agree to change the election. The employee's supervisor shall designate the time of the lunch period with flexibility being permitted when the employee's work schedule requires it. The option provided by this section shall not apply to educational hearing interpreters, all of whom will be required to take a half-hour lunch period.

D. DISMISSAL BECAUSE OF WEATHER CONDITIONS

1. When the Agency closes a service center due to inclement weather such as snow, blizzard, or icy road conditions, employees who work at the affected service center will not be expected to report to work or will be permitted to leave, whichever is appropriate, and no employee will have his/her salary docked for failing to report to work or for leaving work early.
2. Employees who work in school district buildings are free to leave the building in which they are located with the teaching staff of that building when the school is dismissed early due to inclement weather such as snow, blizzard, or icy road conditions.

If the building at which they are scheduled to work is closed on a half day or more basis due to the above emergency reasons, the employees will go to the service center to which they are assigned. If both the building and the service center are closed, the employees would not be expected to come to work. If the service center is closed but the building to which they are scheduled is open, the employees will go to that building. Service centers are closed when the school district in which the service center is located is closed due to the above-stated emergency conditions. The schedule adjustment made regarding the above is to be communicated with the employee's supervisor.

ARTICLE VI
EMPLOYEE HOLIDAYS AND VACATIONS

A. PAID HOLIDAYS

Employees whose contracts begin the working day immediately after, end the working day immediately before, or encompass the following holidays shall be paid for said holidays:

Independence Day (July 4)
Labor Day (First Monday in September)

Thanksgiving Day (Fourth Thursday in November)
The Friday after Thanksgiving
Christmas Eve Day
Christmas Day (December 25)
New Year's Day (January 1)
Spring Holiday (Friday before Easter)
Memorial Day (Last Monday in May)

B. VACATIONS

1. One (1) week during the first year of employment.
2. Two (2) weeks during the second year of employment and for each year of employment thereafter through the fifth year.
3. Three (3) weeks during the sixth year of employment and for each year of employment thereafter through the eleventh year.
4. Four (4) weeks during the twelfth year of employment and for each year of employment thereafter.

A year of employment consists of work for the Agency for two-thirds (2/3) of the contract year and July 1 shall be the vacation schedule anniversary date. Vacation days shall be available for use in one half (1/2) hour segments subject to the approval of the employee's Division Director and/or the Administrator. Employees shall not be permitted to take any vacation days for the first six (6) months of their employment but thereafter shall be permitted to take vacation on an as earned basis. Vacation days cannot be accumulated beyond a maximum of twenty (20) days.

C. HOLIDAYS FOR EMPLOYEES ON IRREGULAR PART-TIME SCHEDULES

Employees who work an irregular part-time schedule which causes them to be not scheduled to work on a holiday encompassed by their contract shall receive holiday pay based on the following formula:

Weekly hours worked divided by 40 times eight = Hours of holiday pay when not scheduled to work the holiday.

D. CHRISTMAS HOLIDAYS

Ten-month employees shall be given a choice of using personal leave days during the Christmas holidays or taking unpaid days and twelve-month employees shall be given the choice of using vacation time, personal leave days or unpaid days to be used when the Agency is closed between Christmas and New Year's Day.

E. **CONTRACT ADJUSTMENT FOR CHRISTMAS**

The following provisions apply only to those twelve-month employees who were employed by Western Hills Area Education Agency 12 as of March 31, 1993.

Employees will be given two options. Employees must select an option prior to the issuance of his/her individual contract. Once an option has been selected, it may not be changed until the succeeding contract year.

1. Employees may elect to perform work on 257 day contract basis. For the period of time between Christmas Day and New Year's Day, employees who elect this option will perform no work and will be credited with sixteen (16) hours of paid time and sixteen (16) hours of unpaid time.
2. Employees may elect to perform work on a 261 day contract basis. Employees who elect this option will be credited with two (2) vacation days in addition to the vacation to which they are entitled under Section C of this Article. During the period between Christmas Day and New Year's Day, employees who elect this option will perform no work and will be required to use these two (2) additional vacation days together with two (2) days of vacation which they have accrued under Section C of this Article.
3. Employees who elect Option #2 must have at least two (2) vacation days accrued under Section C of this Article which are unused as of their last working day prior to Christmas Day. If an employee does not have at least two (2) vacation days accrued under Section C of this Article which are unused as of their last working day prior to Christmas Day, then he/she will be required to elect Option #1.

ARTICLE VII
SICK LEAVE

A. **ACCUMULATIVE BENEFITS**

Employees shall accumulate sick leave benefits on an annual basis at the rate of one and one-half (1 ½) sick leave days for each twenty (20) annual contract days worked. Employees shall receive prorated credit for contract work periods which are less than twenty (20) contract days.

As of the first official day of their contract year, employees shall be credited with the total number of sick leave days which they will earn if they work the number of days specified in their employment agreement. If an employee ceases employment prior to working the number of days specified in his/her employment agreement or if an employee fails to work number of days specified in his/her employment agreement, the excess days of sick leave which have been granted to the employee will be deducted from the employee's paycheck(s).

Unused sick leave shall accumulate from year to year to a maximum of one hundred thirty (130) days. A sick leave day shall be equivalent in length to the employee's regular workday.

B. NOTIFICATION OF ACCUMULATION

Employees shall be notified in writing of their accumulated sick leave on or before October 15 of each contract year.

C. JOB-RELATED INJURY

Employees who are absent due to injuries which are compensable under the Iowa worker Compensation Law shall have the option of either receiving their worker compensation benefits alone or receiving such benefits plus the difference between such benefits and their regular salary for the period equal to their accumulated sick leave benefits. Employees choosing the latter option shall have their sick leave benefits reduced by one-quarter (1/4) day for each day of absence due to a job-related injury.

D. PROOF OF ILLNESS

The Administrator may require the employee to furnish a doctor's statement to substantiate illness or disability for which sick leave benefits are requested.

E. PREDETERMINED TEMPORARY DISABILITY

1. Except as hereafter modified, all policies, rules, and regulations, applicable to employees who are granted sick leave shall be applicable to employees applying for predetermined temporary disability leave. Sick leave benefits for predetermined temporary disability leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.
2. An employee shall notify the Administrator or his/her designee as soon as the necessity for taking sick leave becomes known to the employee.
3. Following a predetermined temporary disability leave the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.
4. The determination of whether and/or when the employee is capable of returning to work following the predetermined temporary disability shall be made in

consultation with the employee, the Administrator and the employee's physician, and may also be in consultation with a physician of the Agency's own choosing.

5. A leave of absence beyond the time of incapacity described above shall be granted or denied without salary or sick leave benefits in the same manner and for the same reasons as leaves of absence granted or denied to all employees.

F. MEDICAL/DENTAL APPOINTMENTS

Routine and emergency medical/dental appointments shall be deducted from accumulated sick leave in one-fourth (1/4) hour segments. A one-fourth (1/4) hour segment is defined as a fifteen (15) minute period, e.g. 1-15 minutes is one-fourth hour, 16-30 minutes is one-half hour, 31-45 minutes is three-fourths hour, 46-60 minutes is one hour. However, if an employee's total absence is five (5) minutes or less no deduction shall be made. Leave for routine medical/dental appointments shall be approved by the Division Director, or his/her designee. Employees who require emergency medical/dental treatment shall notify their division executive secretary as soon as possible.

C. SICK LEAVE BANK

1. Bargaining unit members will contribute up to a maximum of fifty (50) sick leave days to a sick leave bank. The Association will notify the business office of the names of the individuals who will contribute sick leave and the amount of sick leave which they will contribute by September 1 of each year.
2. There will be no carryover of sick leave bank days from year to year. Sick leave bank days which are not used by the end of the contract year will not be returned to the employees.
3. Sick leave bank days will be available only to those employees who: (1) have accumulated sixty days of sick leave or less as of July 15 of the contract year in which sick leave bank days are requested, (2) have used all of their accumulated sick leave days, (3) have not yet met the elimination period for long term disability insurance, and (4) suffer from a serious and/or chronic or long term illness. Sick leave bank days will not be available to an employee on a day-to-day basis, that is, sick leave bank days will not be available for brief absences such as one, two, or three days.
4. Requests for the use of sick leave bank days will be submitted to the Administrator and the Association on a form provided by the Agency. The decision of whether to provide sick leave benefits to an employee and the number of sick leave bank days to allocate to the employee shall be made by mutual agreement of the Administrator and the President of the Association. Up to ten (10) sick leave bank days will be allocated to each eligible participant. If there are days remaining in the sick leave bank at the end of the contract year, they will

be prorated among eligible participants based on the number of days for which an employee would otherwise have been eligible.

ARTICLE VIII

TEMPORARY LEAVES

A. PAID LEAVES

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each contract year. Employees who regularly work less than eight (8) hours per day, five (5) days per week, shall earn leave benefits on the basis of their average daily hours worked but shall use leave benefits on the basis of hours of work actually missed.

1. Personal Leave

Two (2) days of personal leave will be granted to each employee per year. The employee shall notify his/her immediate supervisor five (5) days prior to using personal leave. The five (5) day notification requirement shall be waived in the case of an emergency and the employee's giving a specific reason, or if an employee is providing necessary care and attention to a dependent child or a grandchild. No personal leave will be granted during the employee's first or last ten (10) contract days unless the situation is an emergency. Personal leave may be used in not less than two (2) hour increments.

An employee who does not use all of his/her personal leave may carry over up to one (1) day of unused personal leave to be used in the subsequent contract year.

2. Religious

Any employee whose religious affiliation requires the observance of a regular religious holiday of the employee's faith other than those scheduled in the Agency calendar shall be excused upon application to the Administrator. Religious leave shall be on either a compensatory time or non-paid basis.

3. Jury Duty Legal

An employee subpoenaed for jury duty during working hours or who is subpoenaed in any judicial or administrative proceeding shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Agency.

4. Bereavement

- a. Up to five (5) consecutive weekdays of leave will be granted in the event of a death in the immediate family of an employee, but limited to the following: spouse, child, parent, parent-in-law, brother, sister, or any other member of the immediate household of the employee. The period of an employee's absence due to bereavement shall include the day of the funeral.
- b. Up to three (3) consecutive weekdays of leave will be granted in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, niece, nephew, grandparent, or grandchild in order to attend the funeral of such deceased. The period of an employee's absence due to bereavement shall include the day of the funeral.
- c. Up to one (1) day of leave will be granted in the event of the death of an uncle, aunt, or first cousin in order to attend the funeral of such deceased.
- d. In the event of the death of an employee of the Agency, the Administrator, or his/her designee, shall grant sufficient time to attend the funeral to such number of employees as the Administrator, or his/her designee, deems appropriate.
- e. Upon request an employee shall be granted up to one (1) day per contract year for attending the funeral of any other person. Such leave shall be used in at least one-half ($\frac{1}{2}$) day increments (which shall be defined to mean one-half ($\frac{1}{2}$) of the employee's average daily hours worked)

5. Emergency/Family Illness Leave

A leave of not more than two (2) days per year will be granted an employee for illness of a member of the employee's immediate family (i.e. parent, child, spouse, brother, sister, or member of the household of the employee). These days will be charged to the employee's sick leave. An employee who does not use his/her family illness leave days may carry over one (1) unused day of family illness leave to be used in the subsequent contract year.

6. Association Leave

Up to two (2) person days shall be provided with pay to employees selected by the APSA for the purpose of attending ISEA/NEA sponsored meetings.

On request of the Association, the Administration may grant up to two (2) additional person days without pay for attending ISEA/NEA-sponsored meetings.

At least five (5) days notice of such leave shall be given by the Association to the Administrator of the employee's taking leave and the specific days for such leave.

B. UNPAID LEAVE

Other temporary leaves of absence may be granted for good cause but without pay providing the Administrator, or his/her designee, approves such leave.

C. FMLA LEAVE

The Board agrees to comply with the Family and Medical Leave Act and agrees that any policy adopted to implement the FMLA shall in no way reduce or adversely affect any other provision of this Agreement.

D. ADOPTION LEAVE

The employee may choose to have adoption leave paid or unpaid (FMLA, if the employee is eligible for such leave). If the employee is eligible for FMLA leave and elects to have the leave unpaid, he/she will be granted unpaid leave under the guidelines of the Family and Medical Leave Act of 1993. If the employee elects to have the leave paid, he/she will follow the schedule described below.

This leave will be granted on the following basis to employees who adopt a child:

| | |
|-----------------|---|
| 1 child adopted | a maximum of 5 days from the employee's sick leave allocation and accumulation |
| 2 or more | a maximum of 10 days from the employee's sick leave allocation and accumulation |

The paid days do not necessarily have to be successive.

ARTICLE IX
EXTENDED LEAVES

A. REQUESTS

Employees who wish to take an extended leave of absence shall submit their written request therefore to the Board at least thirty (30) days prior to the proposed starting date thereof fixed in accordance with item "C" below.

B. TYPES

1. Association

A leave of absence without pay and without fringe benefits not to exceed one (1) year shall be granted to any employee if he/she requests it for the purpose of serving as President of the Association, the ISEA, or the NEA.

A leave of absence without pay and without fringe benefits not to exceed one (1) year may be granted to any employee at the discretion of the Board for the purpose of serving in any other elective office of the Association, the ISEA, or the NEA.

2. Political Leave for Public Office

Political leave shall be of two (2) general types: A temporary leave to seek office and a more extended leave to hold elective or appointive office.

Leave to run for public office shall be granted for such period of time as the Board, or its designee, may deem appropriate.

A leave of absence designated as "Political Leave" not to exceed two (2) years shall be granted an employee who holds elective office in the Iowa General Assembly, the United States Congress, the Executive Branch of the State of Iowa, or the Executive Branch of the United States of America. Thereafter, the Board in its sole discretion may grant such additional leave as it deems appropriate.

A leave of absence not to exceed one (1) year shall be granted to any employee holding any other full-time elective public office in which such employee would be prevented from performing the regular Agency duties.

A leave of absence not to exceed (2) years may be is granted in the discretion of the Board to an employee who holds an appointive position in any local, state, or federal governmental office.

Political leave shall be without pay and without any fringe benefits.

All requests for political leave shall be made in writing to the Administrator at least thirty (30) days prior to the effective date of the leave.

Return after holding an elective or appointive public office shall be at the beginning of a contract year.

It is understood that holding an elective or appointive political office which does not interfere with regular school duties would not require a leave.

3. Military Leave

All employees who are subject to state or federal military service shall make every reasonable effort to provide that such service occur during non-contracted periods of the work year. Leave of absence shall be granted, however, for any period of active state or federal military service which would be required during the employee's contract period.

Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave as provided in Chapter 29A, Code of Iowa; provided, in the event any change is made by the Iowa General Assembly in Chapter 29A, Code of Iowa, then this leave of absence provision shall be renegotiated within sixty (60) days from such change in the law.

Military leave shall be without pay and without fringe benefits except as required by law.

4. Family Illness

A leave of absence without pay and without fringe benefits not to exceed one (1) year may be granted subject to approval of the Board, or its designee, for the purpose of caring for a child, spouse, or parent who is seriously ill.

5. Educational Improvement

A leave of absence without pay and without fringe benefits not to exceed one (1) year may be granted to any employee upon application for the purpose of engaging in study at an accredited college, university, or vocational school, reasonably related to professional responsibilities or for the purpose of qualifying for a PSA bargaining unit or management position or a higher paying APSA job classification.

6. Miscellaneous

Other extended leaves of absence, including parental leave, without pay and without fringe benefits may be granted by the Board.

C. COMMENCEMENT AND RETURN

All extended leaves of absence shall commence and return shall be at the beginning of the contract year or at midyear, except where the circumstances giving rise to the leave request are not subject to the employee's control, e.g. illness, in which case the leave shall commence on such date as the Board deems appropriate. An employee hired to replace the employee on extended leave shall be subject to involuntary transfer or reduction, and

shall be so informed upon hiring, to provide a vacancy for the person returning from extended leave.

ARTICLE X

EVALUATION PROCEDURES

A. ORIENTATION

Within two (2) weeks after the beginning of the contract year, or, for new employees, within two (2) weeks of commencing employment, the evaluator shall acquaint each employee with the evaluation procedures and evaluation forms being used.

Employees will be advised of who their primary evaluator will be. Other administrative personnel may also evaluate an employee's performance either formally or informally. No evaluation shall take place until this orientation has been completed.

B. REQUIRED EVALUATIONS

Each employee shall be formally evaluated at least once each year during the first two years of employment, and thereafter shall be formally evaluated at least once every three years.

C. FORMAL EVALUATION PROCEDURES

1. On-The-Job Observation

All formal evaluations shall be in writing and preceded by on-the-job observation of the employee's performance within the last twelve (12) months. An employee shall be informed that he/she shall be formally evaluated at least forty-eight (48) hours prior to the observation on which the formal evaluation will be based.

2. Conference and Copy

A conference regarding the evaluation shall be held between the employee and the evaluator and a copy of the written evaluation shall be given to the employee within two (2) weeks following completion of the written evaluation is completed. A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily indicate agreement with the evaluation but rather an awareness of the contents.

3. Responses

If the employee feels his/her written evaluation is incomplete, inaccurate, or unjust, such employee may file objections in writing within thirty (30) calendar days of receipt of the written evaluation form and have them attached to said form

to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of content.

If the employee's performance is rated less than "satisfactory" overall, the employee may grieve. The evaluation shall be sustained unless it is arbitrary, capricious or without basis in fact. The grievant shall have the right to challenge the individual marks which lead to the overall less than "satisfactory" evaluation

D. PERSONNEL FILE

Each employee shall have the right at any reasonable time to review the contents of his/her personnel file except for confidential matters as determined by the Administrator, or his/her designee. If the employee requests, the Board shall provide a listing of all confidential material. At the employee's request, a member of the Association may accompany the employee in this review.

No item in the personnel tile shall be used against an employee in evaluation or termination procedures that has not previously been initialed by the employee and a representative of management.

Any complaints placed in the employee's personnel file are to be promptly called to the employee's attention.

The employee shall have the right to respond in writing to all evaluation matters contained in said file, and the employee's responses shall become part of the file.

F. PERSONNEL FILE REPRODUCTION

The employee shall have the right at his/her expense to reproduce or receive a copy of any of the contents of his/her personnel file except for the confidential matters therein.

ARTICLE XI **TRANSFER PROCEDURES**

A. DEFINITION

As used herein the term "transfer" shall be defined to mean the movement of an employee between service centers, between job classifications, or between divisions. All other movements of an employee shall not be considered transfers.

B. VOLUNTARY TRANSFER PROCEDURES

1. Posting

The Agency shall post all vacancies for a minimum of ten (10) working days. Posting will be done in each department within the Agency main building and in each service center. No vacancy will be filled until after the posting period.

2. Request for Transfer

An employee who desires to transfer to a specific vacancy may file a written request for transfer with his/her immediate supervisor within the posted application deadline.

3. Seniority

"Seniority", as used herein, is defined in Article XII.

If a vacancy exists, present employees requesting a voluntary transfer shall be transferred to fill such vacancy before any new applicant may be assigned to fill the vacancy.

If more than one (1) employee applies for the same position, then if each employee is deemed by the Administrator to be equally qualified, the employee with the greatest seniority shall receive the appointment.

To be considered for transfer, the employee(s) must meet all qualifications for the vacant position as stated in the job description for that position.

4. Board Decision

The Board shall have the exclusive right to determine when a vacancy exists and whether to fill such vacancy.

5. Pay Rate After Transfer

Employees who transfer to another job classification with a lesser rate of pay will continue to be paid their rate of pay prior to transfer. Employees who transfer to another job classification with a greater rate of pay will receive an increase in pay equal to the difference between the average rate of pay (Maximum pay rate + Minimum pay rate divided by 2) of their current job classification and the average rate of pay of their new job classification.

C. INVOLUNTARY TRANSFER PROCEDURES

1. Temporary Transfers

Temporary involuntary transfers may be made at the discretion of the Administrator, or his/her designee. A temporary transfer shall be one which does not last longer than thirty (30) working days. The employee shall return to his/her original employment assignment upon expiration of the emergency involuntary transfer.

2. Permanent Transfers

- a. The decision to make a permanent involuntary transfer shall vest in the judgment of the Administrator, or his/her designee, whose decision shall be based upon the needs of the Agency.
- b. Notice of a permanent involuntary transfer shall be given in writing to an employee at least five (5) days prior to such permanent transfer.
- c. A permanent involuntary transfer shall be made only after a meeting between the employee involved and the Administrator, or his/her designee. At such meeting, the employee may be represented by a person of his/her choice and shall be given written reasons for the transfer.

3. Expenses

In the event an involuntary transfer of an employee necessitates the moving of employee's residence to a different city, the Board shall pay the employee the sum of seven hundred fifty dollars (\$750.00) or the actual expenses incurred as moving expenses, whichever is lower, upon the presentation of proper and verified bills for the expenses incurred.

Consideration will be given to economic hardships involved in an involuntary transfer, but such economic hardship shall not prevent the Board from making an involuntary transfer.

ARTICLE XII **STAFF REDUCTION PROCEDURES**

A. SENIORITY

Seniority is defined as an employee's continuous length of service with the Agency and shall begin on the date the employee first worked for the Agency. For purposes of this Article, the term "Agency" means either Western Hills Area Education Agency 12 or Area Education Agency 4. Service will be deemed to be continuous if, after leaving the

employment of either Western Hills Area Education Agency 12 or Area Education Agency 4, the employee began work for the other agency no later than the beginning of the next contract year. An extended leave of absence does not change the employee's seniority date.

B. CLASSIFICATION

For the purposes of staff reduction, employees shall be grouped by their job classifications within service centers and within the Agency's program of services.

C. LAYOFF PROCEDURES

In the event that the staff must be reduced, the Board will attempt to accomplish the reduction by attrition. If attrition does not accomplish the necessary reduction, the following layoff procedures will be used:

1. The Board will identify the position to be reduced in accordance with job classification, service center, and division. The least senior employee holding the identified position will be notified that the position will be reduced. The notification shall contain the reason(s) for the reduction and the effective date of said reduction. However, the reduction shall not be effective sooner than fourteen (14) calendar days following the notification.
2. An employee who is notified of reduction of his/her position shall have the right to displace a less senior employee in his/her job classification regardless of service center or division. If within fourteen (14) days after notification of reduction a vacancy exists in another job classification and the employee is qualified to perform the work, he/she shall be transferred upon request to that vacancy.
3. A displaced employee may in turn displace any less senior employee in his/her job classification or may request transfer to a vacancy in another job classification provided he/she is qualified to perform the work.
4. In order to exercise his/her right to displace or to transfer, the employee shall provide written notification to the Administrator within seven (7) calendar days of the notice of reduction. Failure by an employee to act by the seventh (7th) calendar day shall terminate that employee's displacement rights and the employee shall be laid off.
5. If an employee exercises his/her displacement rights, the Administrator shall notify the employee to be displaced and he/she shall be laid off effective fourteen (14) calendar days following notification of displacement.

6. In order to avoid staff reduction, the Board shall have the discretion to reduce the length of an individual employee's work year and/or workday and the employee(s) whose work is to be reduced shall be chosen on the basis of seniority with the work of the least senior employee in the affected job classification being reduced first. The Board shall not parlay such discretionary reduction of the work of several employees in a single job classification into a "no layoff" situation.

D. RECALL RIGHTS

1. A laid off employee shall advise the Administrator of his/her current address during layoff.
2. Laid off employees shall retain their recall rights for two (2) years after their last day of work for the Agency.
3. If the Board decides to recall employees within the categories listed in (B) foregoing, employees in such categories shall be recalled in inverse order of layoff. If there is no employee on recall who, at the time of his/her layoff was employed in the job classification in which a vacancy has occurred, then the Agency agrees not to fill such vacancy until seven (7) calendar days after mailing notice of the vacancy to all employees on recall.
4. The Agency shall notify an employee of recall by certified mail, return receipt requested, and shall include a copy of these recall procedures with the notice.
5. If an employee fails to notify the Administrator of a change of address or fails within fourteen (14) calendar days of the date on which the notice of recall was mailed to notify the Administrator of his/her intention to return to work, all recall rights shall terminate. However, the employee must agree to report to work within fourteen (14) calendar days after acceptance of recall or his/her recall rights shall terminate.

E. BENEFITS

1. The period of layoff, limited to the period during which an employee retains recall rights, shall not change the employee's seniority date.
2. To the extent permitted by the insurance carriers involved, but limited to the period during which an employee retains recall rights, a laid off employee shall have the right to continue to participate in any or all of the group insurance programs provided under this contract by paying the premiums himself/herself.
3. Sick leave accumulation at time of layoff shall be restored to the employee upon return to work.

4. Recalled employees shall be placed on the same step of the salary schedule that they were on at the time of their layoff subject to provisions of this Agreement concerning wages. A recalled employee shall be granted salary schedule step credit for comparable employment during layoff.

F. **REPORT ON RECALL RIGHTS AND RECALL NOTIFICATIONS**

The Agency shall provide the Association with a current listing of employees retaining recall rights as of July 1 of each contract year. Whenever an employee is notified of recall, the Association shall also be notified in writing.

ARTICLE XIII
HEALTH

A. **PHYSICAL FITNESS - NEW EMPLOYEES**

All new employees who are required to provide evidence of physical fitness to perform duties assigned, including a check for tuberculosis, and shall to provide a statement from a licensed physician of the employee's choice within thirty (30) days of initial employment attesting to the employee's physical fitness. When it is not possible to secure such statement within thirty (30) days, the employee shall provide such statement as soon as possible, but not beyond sixty (60) days from initial day of employment. The cost of such examination shall rest with the employee. The Board may require a subsequent examination when in its judgment such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the Board, and the Board shall pay the cost of such subsequent examination. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment.

B. **PHYSICAL FITNESS - CONTINUING EMPLOYEES**

If the Agency requires an employee to submit to a medical examination, the Agency will pay for the cost of the examination.

ARTICLE XIV
SAFETY PROVISIONS

A. **PROTECTION OF EMPLOYEES**

When any legal action is filed against an employee resulting from performance of assigned duties and such action is based on alleged negligence of the employee, the Board will defend and indemnify the employee to the extent that insurance coverage for such alleged negligence reasonably can be secured.

B. ASSAULTS REPORTING

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to the Building Principal, appropriate Division Director, the Association, and to the police.
2. The Division Director shall comply with any reasonable request from the assaulted employee for information in the possession of the appropriate administrative personnel relating to the incident or to the person involved.

C. BOMB THREATS

No employee shall be asked or required to search for a bomb.

D. SPECIAL EQUIPMENT

Such special clothing, equipment, and devices as are required by law shall be provided to the employee at the Board's expense.

ARTICLE XV
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" is a claim that there has been a violation, misinterpretation, or a misapplication of a specific provision of this Agreement.

2. Grievant

A "grievant" is the employee, the group of employees, or the Association making the complaint.

3. Party in Interest

A "party in interest" is the grievant or any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the complaint.

4. Calendar Days

Whenever action is required to be taken within a specified number of calendar days and the last calendar day falls on a holiday or an Agency nonworking day,

the party required to take action shall have until the next Agency working day to do so.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level equitable solutions to grievances.

C. GENERAL PROCEDURES

1. Time Limits

The number of days indicated at each level shall be considered as a maximum. The time limits specified may, however, be extended by written mutual agreement.

The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by end of the individual's contract year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the individual's contract year, or within a maximum of twenty (20) calendar days thereafter.

D. PROCESSING GRIEVANCES

1. First Step (Director)

Within fourteen (14) calendar days of the act or condition which gave rise to a grievance, the grievant shall complete, deliver, and file with the director who made the decision the written grievance form set forth in Appendix B attached. If either party requests a hearing within fourteen (14) calendar days after the grievance is filed, a hearing shall be held within fourteen (14) calendar days after the grievance is filed.

The director shall make a decision on the grievance, enter such decision on the Grievance Report form, and communicate such decision in writing to the grievant. Such action shall be taken within fourteen (14) calendar days after the grievance is filed if neither party requests a hearing or within seven (7) calendar days following a hearing.

2. Second Step (Human Resources Manager)

In the event a grievance has not been satisfactorily resolved at the First Step, the grievant shall file a copy of the grievance with his/her Human Resources Manager within fourteen (14) calendar days of the supervisor's decision. If the Human Resources Manager made the decision which gave rise to the grievance, then the Human Resources Manager shall decide the grievance at the Second Step and the First Step shall be skipped. However, a grievance filed at the Second Step must be filed within the time limit and on the form prescribed in D(l) of this Article.

If either party requests a hearing within seven (7) calendar days after the grievance is filed, a hearing shall be held within fourteen (14) calendar days after the grievance is filed.

The Human Resources Manager shall make a decision on the grievance, enter such decision on the Grievance Report form, and communicate such decision in writing to the grievant. Such action shall be taken within fourteen (14) calendar days after the grievance is filed if neither party requests a hearing or within seven (7) calendar days following a hearing.

3. Third Step (Administrator)

In the event a grievance has not been satisfactorily resolved at the Second step, the grievant shall file a copy of the grievance with the Administrator within fourteen (14) calendar days of the Human Resources Manager's decision. If the Administrator made the decision which gave rise to the grievance, then the Administrator shall decide the grievance at the Third Step and the First and Second Steps shall be skipped. However, a grievance filed at the Third Step must be filed within the time limit and on the form prescribed in D(l) of this Article.

If either party requests a hearing within seven (7) calendar days after the grievance is filed, a hearing shall be held within fourteen (14) calendar days after the grievance is filed.

The Administrator shall make a decision on the grievance, enter such decision on the Grievance Report form, and communicate such decision in writing to the grievant. Such action shall be taken within ten (10) calendar days after the grievance is filed if neither party requests a hearing or within seven (7) calendar days following a hearing.

4. Fourth Step (Arbitration)

If the grievance is not resolved satisfactorily at the Third Step, the matter may be submitted to arbitration. The Association, on behalf of the grievant, may submit a

written request to the Administrator within thirty (30) days from receipt of the answer in the Third Step to enter into such arbitration. Within five (5) days after such request for arbitration, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by the Association.

The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall be required to remove the first name from the list. The parties shall meet within five (5) calendar days and shall strike four (4) names from the list with the first name stricken by the party required to do so and the remaining names stricken by the parties in alternation. The person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with representatives of the parties and hold a hearing within forty-five (45) calendar days of the date on which he/she was notified of his/her selection as arbitrator. The arbitrator shall issue a decision not later than twenty-one (21) calendar days from the date of the close of the hearing. No parties' rights to arbitration shall be prejudiced by an arbitrator's failure to comply with these guidelines. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on issues submitted. The arbitrator shall be without power or authority to make any decision other than one which interprets the meaning of this contract. The decision of the arbitrator shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the Hearing Room shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

E. RELEASED TIME

If any member of the administration staff or if the Board determines it is necessary for an aggrieved person or an Association representative to meet regarding a grievance during the workday, said aggrieved person and representative shall be released without loss of compensation.

ARTICLE XVI **DUES AND OTHER PAYROLL DEDUCTIONS**

A. AUTHORIZATION FOR DUES DEDUCTION

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Business Office, an assignment authorizing payroll deduction for professional dues. The form of the assignment shall be set forth in Appendix C. (Dues Deduction Authorization Form.)

B. REGULAR DEDUCTION

Pursuant to a deduction authorization the Board shall deduct the total dues from the salary of an employee in equal installments beginning the second payday in October and ending on the employee's last payday in the following May. Regular deduction authorizations must be submitted no later than October 1, of any calendar year.

C. PRORATED DEDUCTION

Employees who submit dues deduction authorizations after October 1st shall have the total dues prorated on the basis of the remaining months of employment through May. The deductions shall be made in equal installments and shall begin on the first payday which occurs seven (7) or more calendar days after the authorization has been submitted.

D. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) days' notice to the Board. The Board shall notify the Association immediately of receipt of such notice.

E. TERMINATION

When an employee terminates employment prior to May, the Board shall deduct the unpaid balance of professional dues and forward same to the Association. The Association agrees to indemnify and hold harmless the Board, each individual member of the Board, and all agents of the Board against all claims, costs, suits, or other liability and all court costs arising out of the application of the provisions in this paragraph.

F. TRANSMISSION OF DUES

The Board shall transmit to the Siouxland UniServ Unit the total monthly deduction for professional dues within ten (10) workdays following each regular payroll period along with a listing of the employees for whom deduction was made.

G. OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of an employee and shall make appropriate remittances for group health insurance, group life insurance, credit union, and annuities voluntarily set up by employee, or any other plans or programs jointly approved by the Association and the Board. Credit union deductions shall be uniform per employee each payroll period.

ARTICLE XVII
STAFF DEVELOPMENT

The Administrator may, at his/her discretion, grant a leave of absence without pay to any employee upon application for the purpose of enrolling part-time in an accredited college program.

ARTICLE XVIII
INSTRUCTIONAL POOL STAFF

Unless otherwise indicated in this Article, all provisions of this Agreement will apply to instructional pool staff.

The following provisions will apply to instructional pool staff:

A. INSTRUCTIONAL POOL STAFF DEFINITION

As used in this Article, the term "Instructional pool staff" means instructional pool paraeducators.

B. EMPLOYEE BENEFITS

Instructional Pool staff who work 1,200 hours or more per year will be considered full time when figuring employee benefit calculations.

C. EMPLOYEE WORKDAY

The daily hours of work of the instructional pool staff will be determined on the basis of the schedule of the school district(s) to which they are assigned. Dismissal of the instructional pool staff because of weather conditions will be determined by the school district to which they are assigned at the time of the dismissal.

Time and mileage centers for instructional pool staff are the location of the employee's classroom assignment.

ARTICLE XIX
DURATION AND SIGNATURE

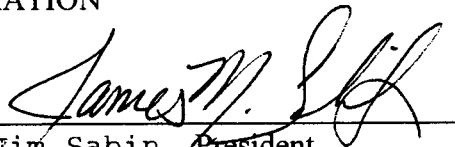
A. DURATION OF AGREEMENT

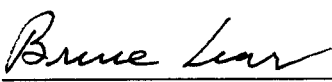
This Agreement shall be effective July 1, 2006, and shall continue until June 30, 2008.

B. SIGNATURE CLAUSE

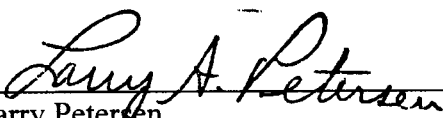
IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective Presidents and Chief Negotiators on this 10th day of August, 2006.

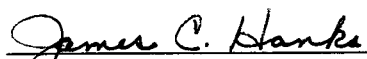
ASSOCIATE PROFESSIONAL STAFF
ASSOCIATION

By 
Jim Sabin, President

By 
Bruce Lear
Chief Negotiator

NORTHWEST AREA EDUCATION
AGENCY

By 
Larry Petersen
President

By 
James C. Hanks
Chief Negotiator

Note: After the life of the contract, the parties agree to return to the salary matrix in effect during the 2005-2006 contract year as the basis for future negotiations.

APPENDIX A-1
NORTHWEST AREA EDUCATION AGENCY
Salary Schedule
2006-2007

| | Lane I | Lane II | Lane III | Lane IV | Lane V | Lane VI |
|---------|--------|---------|----------|---------|--------|---------|
| Minimum | N/A | 8.80 | 8.67 | 8.67 | 9.91 | 11.40 |
| Maximum | N/A | 10.90 | 12.91 | 13.68 | 14.08 | 17.59 |

Lane I: N/A

Lane II: Instructional Paraeducator

Lane III: Custodian, Media Van Driver

Lane IV: Secretary I, Secretary II, Professional Development Technician

Lane V: Audiometrist, Early Childhood Paraprofessional – Child Find, Media Technician I, Media Technician II, Speech/Language Assistant

Lane VI: Data Technician, Technical Specialist, Interpreter for Hearing Impaired, Foreign Language Interpreter, Juvenile Home Teacher Assistant, Physical Therapy Assistant.

The highest salary for comparable experience outside the Agency in the hiring range is either determined by calculating the mid-point between the minimum salary and the maximum salary of each lane or it is calculated by establishing the maximum hiring salary .05 lower than the lowest paid employee in the lane.

Newly hired secretaries who are required by their job descriptions to possess an AA degree or higher shall be classified as Secretary II. All other newly hired secretaries shall be classified as Secretary I. Newly hired media technicians who are required by their job descriptions to possess an AA degree in Graphic Communications shall be classified as Media Technician II. All other newly hired media technicians shall be classified as Media Technician I.

Longevity Pay

In the tenth year of service as an employee of the Agency, the following longevity payment schedule will be used (All employees must be employed two-thirds (2/3) of their individual contract days in order to be entitled to credit for a year of service.):

| Years of Service | Longevity Pay Per Month for Each Month Contracted |
|-------------------------|--|
| 10 years | \$25 |
| 15 years | \$50 |
| 20 years | \$75 |
| 25 years | \$100 |
| 30 years | \$125 |

APPENDIX A-2
NORTHWEST AREA EDUCATION AGENCY
Salary Schedule
2007-2008

| | Lane I | Lane II | Lane III | Lane IV | Lane V | Lane VI |
|---------|--------|---------|----------|---------|--------|---------|
| Minimum | N/A | 8.80 | 8.67 | 8.67 | 9.91 | 11.40 |
| Maximum | N/A | 11.20 | 12.93 | 13.70 | 14.28 | 18.05 |

Lane I: N/A

Lane II: Instructional Paraeducator

Lane III: Custodian, Media Van Driver

Lane IV: Secretary I, Secretary II, Professional Development Technician

Lane V: Audiometrist, Early Childhood Paraprofessional – Child Find, Media Technician I, Media Technician II, Speech/Language Assistant

Lane VI: Data Technician, Technical Specialist, Interpreter for Hearing Impaired, Foreign Language Interpreter, Juvenile Home Teacher Assistant, Physical Therapy Assistant.

The highest salary for comparable experience outside the Agency in the hiring range is either determined by calculating the mid-point between the minimum salary and the maximum salary of each lane or it is calculated by establishing the maximum hiring salary .05 lower than the lowest paid employee in the lane.

Newly hired secretaries who are required by their job descriptions to possess an AA degree or higher shall be classified as Secretary II. All other newly hired secretaries shall be classified as Secretary I. Newly hired media technicians who are required by their job descriptions to possess an AA degree in Graphic Communications shall be classified as Media Technician II. All other newly hired media technicians shall be classified as Media Technician I.

Longevity Pay

In the tenth year of service as an employee of the Agency, the following longevity payment schedule will be used (All employees must be employed two-thirds (2/3) of their individual contract days in order to be entitled to credit for a year of service.):

| Years of Service | Longevity Pay Per Month for Each Month Contracted |
|-------------------------|--|
| 10 years | \$25 |
| 15 years | \$50 |
| 20 years | \$75 |
| 25 years | \$100 |
| 30 years | \$125 |

**APPENDIX B
GRIEVANCE REPORT**

Date Filed

_____ Service Center

Distribution of Form

1. Association
2. Employee
3. Director
4. H.R. Manager
5. Administrator

Name of Aggrieved Person

FIRST STEP

A. Date Alleged violation Occurred _____

B. Section(s) of Contract or Policy Claimed to be Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Director _____

Signature of Director Date

NOTE: All provisions of Article XV of the Agreement shall be strictly observed in the settlement of grievances.

SECOND STEP

A. _____
Signature of Aggrieved Person Date Received by Human Resources Mgr.

B. Disposition by Human Resources Mgr. _____

Signature of Manager or Designee Date

THIRD STEP

A. _____
Signature of Aggrieved Person Date Received Administrator

B. Disposition by Administrator _____

Signature of Administrator Date

FOURTH STEP

| | | |
|----|---|------------------------------------|
| A. | <hr/> | <hr/> |
| | Signature of Aggrieved Person | Signature of Association President |
| B. | <hr/> | <hr/> |
| | Date Submitted to Arbitration | Date Received by Arbitration |
| C. | Disposition and Award of Arbitrator <hr/> | |
| | <hr/> | |
| | <hr/> | <hr/> |
| | Signature of Arbitrator | Date of Decision |

APPENDIX C

AUTHORIZATION FOR PAYROLL DEDUCTION FOR CONTINUING PROFESSIONAL DUES

I hereby authorize and direct the Northwest Area Education Agency to deduct annually the prevailing dues in equal installments in payment of professional dues to the Associate Professional Staff Association of the Area Education Agency 12. Said deductions shall begin upon receipt of this form and shall be remitted within ten (10) working days after each deduction to the Siouxland UniServ Unit. This authorization is good unless canceled in writing and is good for any changes in dues that may be authorized by the Associate Professional Staff Association.

(Employee - signed)

(Service Center)

(Date)

Letter of Agreement

During the period of time the Northwest AEA Board of Directors offers an early retirement plan, employees previously employed by AEA 12 who retire under the Northwest AEA early retirement plan will be provided the same co-funding as specified in Article VIII B (2) of this Agreement for the duration of the insurance benefits under the Northwest AEA retirement plan.

This Agreement will sunset if the Northwest AEA Board of Directors discontinues its early retirement plan, or when this Agreement expires whichever comes first.

Letter of Understanding

The following is an agreement between the Northwest Area Education Agency (The Agency) and the Professional Staff Association, (The Association).

1. Beginning July 1, 2006, The Agency will establish a mentor program for any new employee who has not been previously employed at the former AEA 4 or the former AEA 12.
2. After an application process, mentors will be selected by a joint committee comprised of an equal number of Association representatives and Agency managers.
3. Mentors chosen by the committee will be paid \$500 for their work as a mentor at the conclusion of the year they are chosen to mentor.